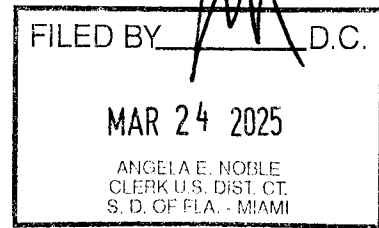


SEALED

**NOTICE OF FILING UNDER SEAL
UNITED STATES DISTRICT COURT
SOUTHERN DISTRICT OF FLORIDA**



Case No. 1:24-cv-24749-CIV-ALTONAGA/Reid

RELATOR'S NOTICE OF FILING DISCLOSURE STATEMENT UNDER SEAL

PURSUANT TO 31 U.S.C. § 3730(b)(2)

Relator, Mario Mirabal, appearing pro se, hereby gives notice that he has filed under seal the accompanying Disclosure Statement, submitted pursuant to 31 U.S.C. § 3730(b)(2) in connection with the sealed complaint in this action.

This Disclosure Statement contains material evidence of violations of the False Claims Act relating to systemic mortgage fraud and false submissions involving federally insured mortgage assets, as further detailed in the sealed Complaint.

In compliance with the statute, this filing is:

Submitted under seal;

Not to be served on the defendants unless and until ordered by the Court;

Accompanied by a Certificate of Service confirming delivery to the U.S. Department of Justice and the United States Attorney for the Southern District of Florida.

Respectfully submitted,

Dated: 3.20.2025

Mario Mirabal

A handwritten signature of Mario Mirabal in black ink, written over the printed name and title.

Relator, Pro Se

563 w 49 st Miami Beach FL 33140

solphax@gmail.com

786.479.6596

CONFIDENTIAL – UNDER SEAL

Submitted Pursuant to 31 U.S.C. § 3730(b)(2)

Date: [Insert Today's Date]

To:

Civil Division, Commercial Litigation Branch – Fraud Section

U.S. Department of Justice

175 N Street NE

Washington, DC 20002

U.S. Attorney's Office for the Southern District of Florida

Attn: Civil Division – Affirmative Civil Enforcement

99 NE 4th Street

Miami, FL 33132

Re: Submission of Disclosure Statement Under the False Claims Act (31 U.S.C. § 3730(b)(2))

Relator: Mario Mirabal (pro se)

Case No.: 1:24-cv-24749-CIV-ALTONAGA/Reid (filed under seal)

Subject: Systemic Fraud in Post-Receivership Mortgage Assignments & False Claims by Deutsche Bank, PHH Mortgage, and Affiliates

Sir or Madam,

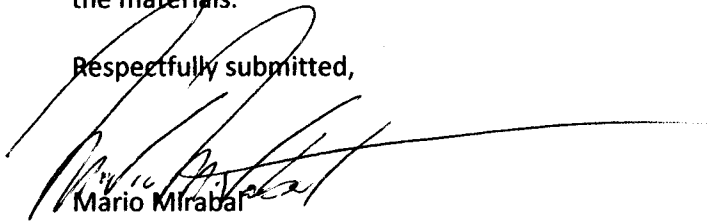
Pursuant to 31 U.S.C. § 3730(b)(2), enclosed please find a Confidential Disclosure Statement submitted in support of the False Claims Act Complaint filed under seal in the Southern District of Florida. This Disclosure Statement includes material evidence of an ongoing fraudulent scheme involving false mortgage assignments, improper servicing conduct, inflated bankruptcy claims, and unlawful conveyances arising out of mortgage loans originated by the now-defunct IndyMac Bank, F.S.B.

The allegations materially implicate the interests of the FDIC, federally-insured mortgage investors, and the United States government as guarantor or insurer of these instruments. I respectfully request that this submission be reviewed by both the Fraud Section of the Civil Division at the DOJ and the U.S. Attorney for the Southern District of Florida, in accordance with the False Claims Act.

All materials herein are submitted voluntarily and based on independent investigative work by Relator, including assignments gathered across jurisdictions, analysis of title records, and case filings from state and bankruptcy courts. The relator asserts that this information materially adds to any previously disclosed facts and affirms that he is the original source of the allegations.

Please do not hesitate to contact me should you require clarification or assistance in evaluating the materials.

Respectfully submitted,



Mario Mirabal

Filed Pro Se Under Seal

solphax@gmail.com

563 w49 st Miami Beach Fl 33140

786.479.6596

INTRODUCTION OF THE DISCLOSURE

This Disclosure Statement is submitted pursuant to 31 U.S.C. § 3730(b)(2) and contains substantially all material evidence and information known to Relator Mario Mirabal in support of the accompanying sealed False Claims Act Complaint.

The core of the scheme involves fraudulent post-receivership assignments of IndyMac-originated mortgage loans to Deutsche Bank National Trust Company, which were then used to falsely certify ownership, initiate foreclosure proceedings, and transfer property titles — despite federal law prohibiting such assignments without valid authority.

The fraudulent conduct continues to the present day and has caused ongoing harm to the United States, including the FDIC and federally insured mortgage programs. The scheme has survived judicial scrutiny by misusing the state and bankruptcy court systems, suppressing evidence, and presenting forged or void instruments as authentic.

Relator's previously filed adversary proceedings, Rule 1.540(b) motions, and related state and bankruptcy court actions were made pro se in the course of defending against foreclosure and do not form the basis of the allegations here. The fraudulent scheme outlined in this Disclosure Statement reflects Relator's independent investigative work, including analysis of national assignment records, discovery of systemic MERS-based document fabrication, and comparative analysis of false claims submitted across multiple jurisdictions. This information has been voluntarily disclosed to the United States and materially adds to any prior disclosures, establishing Relator as an original source under 31 U.S.C. § 3730(e)(4).

The exhibits herein include state and federal pleadings, motions, deposition testimony, and judicial orders showing how the defendants have used this false chain of title to perpetrate continued fraud on courts and the government.

This evidence is submitted in confidence for investigative and enforcement purposes by the U.S. Department of Justice.

DISCLOSURE STATEMENT OUTLINE

(Pursuant to 31 U.S.C. § 3730(b)(2))

UNITED STATES DISTRICT COURT

SOUTHERN DISTRICT OF FLORIDA

CONFIDENTIAL DISCLOSURE STATEMENT

Submitted by:

Relator Mario Mirabal, Pro Se

In Support of Complaint Under the False Claims Act

Filed Under Seal in Case No. 1:24-cv-24749-CIV-ALTONAGA/Reid

I. INTRODUCTION OF THE DISCLOSURE

II. DISCLOSURE STATEMENT OUTLINE

III. SUMMARY OF FRAUDULENT SCHEME

Background on IndyMac's collapse and FDIC receivership

Improper post-receivership assignments to Deutsche Bank

Systematic concealment of assignment invalidity

Deutsche Bank and PHH's use of fraudulent documents to foreclose and transfer title

Ongoing exploitation of false documents in state and Federal courts

PHH's role in foreclosure and transfers

IV. OVERVIEW OF GOVERNMENT HARM

Use of federally backed loan instruments (FHA, Fannie/Freddie, FDIC assets)

False certifications, assignments, and court filings

Loss of insurable value to FDIC and disruption of borrower protections

Continued misuse of void instruments across jurisdictions

V.. EVIDENCE OF ONGOING FRAUD

A. State Court Foreclosure Proceedings

Deutsche Bank v. Mirabal — Case No. 2018-018704-CA-01

Forged assignments

Improperly obtained final judgment

Transfer to KP Investments during stay

B. Bankruptcy Proceedings

Adversary Complaint v. Deutsche Bank & PHH (1:25-cv-20010-PCH)

Adversary Complaint v. KP Investments (1:25-cv-20011-JB)

Motion to Vacate Based on Fraud on the Court — 1.540(b) (22-004706 CAO1)

C. Federal Removals and Appeals

Removal of Deutsche Bank foreclosure (Case No. 1:25-cv-20746-JEM)

Removal and appeal of KP's special performance and ejectment cases

Supplement: Ongoing Tampering with Evidence in State Court

VI. DOCUMENTS SUBMITTED WITH THIS DISCLOSURE

EXHIBIT A : Analysis of the Duque Foreclosure Cases and Related Mortgage Assignment Involving IndyMac- Originated Loan , PHH Mortgage and Deutsche Bank Includes Copy of Assignment and court records

EXHIBIT B : Analysis of the Peinado Foreclosure History and 2025 Assignment Involving IndyMac-Originated Loan , PHH Mortgage and Deutsche Bank Includes Copy of Assignment and court records

EXHIBIT C : The Mirabal Assignment & Ongoing Foreclosure and conveyance Fraud Scheme Involving IndyMac- Originated Loan , PHH Mortgage and Deutsche Bank Includes [**Sealed COMPLAINT UNDER THE FALSE CLAIM ACT**] filed by Realtor + Copy of Assignment

EXHIBIT D: Analysis of the Ruth Mercedes Comme Case (2023–2024 Foreclosure Based on Assignment from Defunct Entity and Admission of Record Destruction)Assignment Involving IndyMac-Originated Loan , PHH Mortgage and Deutsche Bank Includes Copy of Assignment and court records

Supporting Documents Provided for Verification Only – See Primary Disclosure for Summary.

MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO FLORIDA RULE OF PROCEDURE 1.540(b) case No. 22.004706 ca01

MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO FLORIDA RULE OF PROCEDURE 1.540(b) case No. 18.018704ca01

MOTION TO ALERT THE COURT OF FRAUD, MATERIAL OMISSION, AND REQUEST COORDINATION AND RELIEF

CASE NO. 18.018704ca01

SUGGESTION OF BANKRUPTCY CASE NO. 22.004706 ca01

SUGGESTION OF BANKRUPTCY CASE NO. 18.018704ca01

FRAUDULENT WARRANTY DEED BOOK 34509 PAGE 3025

BANKRUPTCY CLAIMS REGISTER CASE NO 23.20131.CLC

CHAPTER 13 STATUS REPORT AS OF JAN 07, 2025 CASE NO 23.20131.CLC

MOTION FOR ORDER DISMISSING CASE WITHOUT PREJUDICE, CANCELING NOTICE OF LIS PENDENS, DIRECTING CLERK TO RETURN ORIGINAL DOCUMENTS AND TO SUBSTITUTE PHOTOSTATIC COPIES IN THE COURT FILE CASE NO. 18.018704ca01

ORDER DISMISSING CASE WITHOUT PREJUDICE, CANCELING NOTICE OF LIS PENDENS, DIRECTING CLERK TO RETURN ORIGINAL DOCUMENTS AND TO SUBSTITUTE PHOTOSTATIC COPIES IN THE COURT FILE CASE NO. 18.018704ca01

DOCKET ENTRY LIST OSC SEARCH ALERTING THE COURT OF FRAUD

DOCKET ENTRIES FOR BK DOCKET CASE NO 23.20131.CLC

KP INVESTMENTS BANKRUPTCY FILING NOTICE OF FILING DOCUMENTS RELATED TO THE SALE OF 563 W 48 (49) ST STREET TO KP INVESTMENTS MIAMI LLC CASE NO 23.20131.CLC

KP INVESTMENTS BANKRUPTCY FILING MOTION GRANTING PLAINTIFF'S MOTION FOR APPOINTMENT OF GUARDIAN AD LITEM ADMINISTER AD LITEM AND ATTORNEY AD LITEM AND FOR THE RETURN OF ESCROW DEPOSIT HELD BY DEFENDANT'S COUNSEL CASE NO 23.20131.CLC

DOCKET ENTRY LIST OSC

KP INVESTMENT FILING COMPLAINT FOR EJECTMENT CASE NO 24.022769CA.01

DEFENDANTS MOTION TO ALERT THE COURT OF FRAUD, MATERIAL OMISSION AND REQUEST COORDINATION AND RELIEF CASE NO 24.022769CA.01

DEFENDANT'S MOTION TO DISMISS WITH PREJUDICE CASE NO 24.022769CA.01

DEFENDANT'S MOTION TO ALERT THE COURT OF CLERICAL ERRORS IN THE DISTRICT COURT CASE NO 24.022769CA.01

ORDER DENYING MOTION TO DISMISS CASE NO 24.022769CA.01

BANKRUPTCY DOCKET CM/ECF LIVE CASE NO 23.20131.CLC

DISTRICT COURT DOCKET JUDGE MARTINEZ CASE #: 1:25-cv-20746-JEM

DISTRICT COURT NOTICE OF APPEAL TO 11TH DISTRICT COURT CASE #: 1:25-cv-20747-JEM

DISTRICT COURT NOTICE OF APPEAL TO 11TH DISTRICT COURT CASE # 1:25-CV-20688-JEM

SUMMARY OF FRAUDULENT SCHEME

This action arises from a long-running, coordinated scheme to unlawfully enforce and profit from mortgage loans originated by IndyMac Bank, F.S.B., which failed and was placed into FDIC receivership on July 11, 2008. Following IndyMac's collapse, its assets—including thousands of residential mortgages—were governed by strict federal protocols requiring valid transfer through the FDIC as receiver. Despite this, multiple entities, including Deutsche Bank National Trust Company, PHH Mortgage Corporation, and affiliated foreclosure counsel, have engaged in systematic, unauthorized post-receivership assignments of IndyMac-originated loans.

At the core of the scheme is the fabrication of chain-of-title through false or void assignments, many executed years after IndyMac ceased to exist. These assignments are routinely recorded in county land records and submitted in judicial foreclosure actions as the basis for standing. They are often executed by MERS ("as nominee" for a defunct IndyMac) or by individuals claiming to act as attorneys-in-fact on behalf of IndyMac, such as Erica Johnson-Seck, despite there being no record of FDIC authorization.

Relator's case demonstrates this scheme in action. In 2010, OneWest Bank, acting on behalf of the defunct IndyMac, executed a mortgage assignment to Deutsche Bank, prepared by the now-defunct foreclosure law firm of David J. Stern and signed by known robo-signer Erica Johnson-Seck. The assignment was recorded and used as the foundation for a foreclosure judgment, which Relator has challenged in state court through a Rule 1.540(b) motion based on fraud upon the court, as well as in an ongoing adversary proceeding in bankruptcy court, and on appeal in federal district court.

In 2024, while Relator was under federal bankruptcy protection and while these fraud-related motions were pending, PHH Mortgage Corporation unlawfully conveyed Relator's homestead property, acting as servicer for Deutsche Bank. This was done without court approval, in violation of the automatic stay, and in open disregard of pending legal challenges. At the same time, PHH filed a proof of claim in bankruptcy court seeking nearly \$1.3 million, while Deutsche Bank's prior records showed a claimed unpaid balance of only \$108,000—an extreme and unexplained discrepancy that further supports the existence of false claims and inflated debt enforcement.

Additional cases detailed in this Disclosure Statement—including those of Duque and Peinado—

follow the exact same pattern:

Assignments executed more than a decade after IndyMac's failure,

No recorded transfer from the FDIC,

Assignments made by MERS as nominee or by alleged "attorneys-in-fact" for a defunct institution,

PHH Mortgage repeatedly acting as servicer and enforcer,

Deutsche Bank or its trusts listed as beneficiaries.

These fraudulent assignments have been used to foreclose homes, inflate proof of claim amounts in bankruptcy, collect payments from borrowers under false pretenses, and obtain title to real property—all while misrepresenting ownership and standing to courts and federal agencies. The scheme has resulted in the unlawful seizure and transfer of real property across jurisdictions and has deprived the U.S. government, including the FDIC and federally-backed mortgage insurance entities, of their lawful oversight and financial interests.

The evidence demonstrates that this is not a historical anomaly but a continuing, systemic abuse of the judicial process and bankruptcy system through the submission of false claims and fraudulent instruments. It is ongoing, concealed, and perpetrated by large institutions using manufactured documents to maintain the illusion of lawful title. These acts give rise to violations under the False Claims Act, warranting full investigation and enforcement by the United States Department of Justice.

In support of these allegations, Relator has compiled a list of hundreds of post-receivership assignments recorded in just one U.S. county, all involving MERS or OneWest Bank Deutsche Bank PHH Mortgage and others purporting to transfer IndyMac-originated loans to Deutsche Bank, years after IndyMac's collapse and without FDIC involvement. These assignments follow the same void structure seen in the Mirabal, Duque, Peinado and Ruth cases. Given that there are 3,144 counties and equivalents across the United States, this strongly suggests the existence of hundreds of thousands of similarly defective and potentially fraudulent assignments recorded in clerks' offices nationwide. This is a systemic, ongoing pattern of misconduct, giving rise to false claims submitted to federal agencies and bankruptcy courts, and warrants immediate DOJ intervention under the False Claims Act.

OVERVIEW OF GOVERNMENT HARM

The fraudulent conduct detailed in this Disclosure Statement has caused, and continues to cause, significant financial harm to the United States government and its agencies through the misuse of federally-backed mortgage instruments, false submissions in federal courts, and circumvention of statutory oversight by the Federal Deposit Insurance Corporation (FDIC).

Following the collapse of IndyMac Bank, F.S.B. in July 2008, the FDIC became the lawful receiver of its assets. Any lawful transfer of IndyMac-originated mortgage loans post-receivership was required to occur via FDIC-controlled processes, with proper documentation and compliance with federal regulations. However, Deutsche Bank National Trust Company, PHH Mortgage, MERS, and affiliated entities have participated in the unauthorized assignment of thousands of IndyMac loans long after the bank's closure — with no FDIC transfer or endorsement in the chain of title.

These false assignments were then used to:

Initiate judicial foreclosure actions based on fabricated standing,

Obtain foreclosure judgments,

Convey real property unlawfully, including in violation of federal bankruptcy protection and pending litigation, and

Submit false claims in bankruptcy court, often inflating the debt owed and representing non-creditors as legal claimants.

The instruments at issue in many of these cases are insured or backed by federal programs, including:

Fannie Mae and Freddie Mac, which suffer reputational and financial harm when property titles are clouded by void assignments;

The FDIC, which has an interest in preserving the integrity and disposition of seized banking assets;

The FHA, which underwrites many of these loans and may be exposed to claims for reimbursement based on void or fraudulently assigned instruments.

In Relator's own case, PHH Mortgage filed a bankruptcy proof of claim for nearly \$1.3 million, despite prior Deutsche Bank records showing only \$108,000 in unpaid balance — a discrepancy that underscores the potential for fraudulent inflation of federally guaranteed claims.

Moreover, PHH Mortgage and Deutsche Bank have routinely engaged in post-judgment conveyances of properties still subject to:

Active Rule 1.540(b) motions to vacate fraudulent judgments,

Adversary complaints pending in federal bankruptcy court,

Active automatic stays, and Federal appeals currently before the district court.

These actions undermine the integrity of federal bankruptcy protections, violate due process, and lead to the wrongful conveyance of real property, often to connected entities like KP Investments Miami, LLC.

The ongoing nature of this scheme, and its use across multiple counties and jurisdictions, suggests a systematic circumvention of federal controls and a continuing series of false claims and certifications submitted to federal agencies and courts. These actions cause material harm to the United States and fall squarely within the scope of conduct prohibited by the False Claims Act.

EVIDENCE OF ONGOING FRAUD & PROCEDURAL HISTORY

The factual record in this case illustrates a persistent and calculated pattern of fraud and legal manipulation stretching from the collapse of IndyMac Bank in 2008 to the most recent events in 2025. This case is emblematic of a broader national scheme involving post-receivership assignment fraud, and its legal trajectory offers a unique window into how private entities have systematically exploited gaps in oversight to defraud both the government and private homeowners.

A. Background: From IndyMac's Collapse to Deutsche Bank's Pattern of Dismissals

The litigation trail begins with IndyMac Bank, F.S.B., which was placed into FDIC receivership on July 11, 2008. Case No. 2008 23324 ca 01 IndyMac vs BIRENCWAJG and Mirabal was dismissed by Judge Silver for plaintiff non appearance on 03/21/11. Despite the FDIC declaring insufficient assets to satisfy unsecured claims, an assignment of mortgage was recorded in 2010 purporting to transfer interest from IndyMac Bank to Deutsche Bank National Trust Company. This assignment—executed without FDIC authorization—forms the basis for Deutsche Bank's successive foreclosure attempts.

From 2013 to 2020, Deutsche Bank initiated multiple foreclosure actions, each of which ended in dismissal case. A 2017 dismissal case no. 2013 2778 ca 01 Deutsche Bank vs Mario Mirabal confirmed the bank's inability to prove standing. Most notably, in 2020, Judge Bokor dismissed Deutsche Bank's foreclosure action with prejudice after a \$590,000 settlement was negotiated case no 2018 018704 ca 01. At that time, the Relator, Mario Mirabal, was unaware of the fraudulent nature of the assignment, nor the broader pattern of post-receivership document fabrication.

B. Emergence of KP Investments and Collusion Across Jurisdictions

The fraudulent scheme escalated following Mirabal's attempt to sell the property to KP Investments to satisfy Deutsche Bank's payoff demand. Unknown to Mirabal at the time, KP's counsel had been in contact with Deutsche Bank and/or PHH Mortgage prior to filing a specific performance suit. After Judge Bokor's 2020 dismissal, Deutsche Bank reversed course and

demanded \$1.3 million—far above the earlier settlement and the exact amount of the contract between Mirabal and KP Investments. KP then filed a specific performance action, setting into motion a coordinated legal attack in multiple courts.

The litigation splintered across jurisdictions:

State Court: Deutsche Bank v. Mirabal (Case No. 2018-018704-CA-01)

Bankruptcy Court: Adversary complaints against Deutsche Bank and KP (Adv. Nos. 24-01418-CLC and 24-01419-CLC)

Federal Court: Removals and appeals concerning improper remand and request for consolidation under FCA jurisdiction

C. Misrepresentations and Perjury in the KP Specific Performance Case

In the specific performance case brought by KP Investments, KP's agent Carlos Perez gave sworn testimony that materially misrepresented key facts. His deposition—which should have been entered into the record by Mirabal's prior counsel—contained admissions of prior contact with Deutsche Bank's legal team and inaccurate statements about the availability of surplus funds at trial. The trial court, presided over by Judge Miller, ignored post-trial motions including Mirabal's Rule 1.540(b) motion filed on 10/07/2024 for relief from judgment based on newly discovered evidence and fraud. Judge Miller, ignored motions TO REVERSE THE DECISION IN THE SPECIFIC PERFORMANCE SUIT AGAINST DEF'S 12/06/2024 , Request for Hearing 12/16/2024 , TO ALERT THE COURT OF FRAUD, MATERIAL OMISSION, AND REQUEST FOR JUDICIAL COORDINATION AND RELIEF 01/01/2025. Defendant filed NOTICE OF REMOVAL TO FEDERAL COURT On 02/14/2025 .

D. Bankruptcy Violations: Unauthorized Conveyance During Protection

While Mirabal was under bankruptcy protection (Case No. 23-20131-CLC), Deutsche Bank conveyed title to KP Investments on November 13, 2024, in violation of 11 U.S.C. §§ 362(a) and 549. PHH Mortgage, a previously undisclosed party, filed a Proof of Claim in the bankruptcy court for \$1.25+ million—a figure that does not match Deutsche Bank's foreclosure claim of \$108,000. This discrepancy suggests a deliberate scheme to shift liability and profit through improper substitution.

E. Integration into a National Fraud Pattern

This case mirrors patterns evident in other Florida foreclosures, such as those documented in Disclosure Statement Exhibits C (Duque) and D (Peinado), which reveal identical post-receivership assignments executed by MERS or PHH to Deutsche Bank. Many of these occurred in 2023–2025, suggesting the fraud is ongoing and nationwide. The realtor has put together a list of over 300 post-receivership assignments executed by IndyMac(with help from MERS or PHH) to Deutsche Bank that is part of a larger list of 1000's of like assignments in 1 of over 3400 counties accross the USA.

F. Federal Questions and FCA Nexus

Mirabal's procedural history reveals a direct connection to ongoing federal questions regarding:

Violations of FDIC receivership authority under 12 U.S.C. § 1821

Fraudulent foreclosure proceedings under 18 U.S.C. §§ 1014 and 1341

False filings in bankruptcy court and state court

Conveyance of property during an active adversary proceeding

The Relator seeks consolidation of all related proceedings under FCA jurisdiction, to preserve federal oversight and halt the ongoing damage to public programs and private property rights.

This section establishes the real-world, present-day implications of fraudulent assignments and their legal consequences across multiple forums—state, federal, and bankruptcy—making clear that the misconduct is neither isolated nor hypothetical, but active, systemic, and judicially reviewable.

The folowing section further establishes the ongoing fraud through exhibits of individual case forensic analysis of four assingments , where at least one of the victims (a family) is likely unaware of what is about to befall them as the assignment was conducted on Feb of 2025.

Supplement: Ongoing Tampering with Evidence in State Court

Recent developments in *Deutsche Bank v. Mirabal*, Case No. 2018-018704-CA-01 (11th Judicial Circuit, Miami-Dade County), raise serious concerns regarding the preservation of critical evidence and the integrity of ongoing proceedings tied directly to this disclosure.

On information and belief, the plaintiff (*Deutsche Bank National Trust Company*, via counsel) moved the court for an order directing the Clerk of Court to:

Physically retrieve original mortgage documents (including the Note, Assignment, and/or Mortgage),

Remove those original documents from the public file, and

Replace them with photostatic or digital copies.

Judge Tanya Brinkley granted this motion via order titled:

"ORDER DISMISSING CASE WITHOUT PREJUDICE, CANCELING NOTICE OF LIS PENDENS, DIRECTING CLERK TO RETURN ORIGINAL DOCUMENTS AND TO SUBSTITUTE PHOTOSTATIC COPIES IN THE COURT FILE."

This sequence of actions raises serious red flags:

[Throughout the foreclosure proceedings, Deutsche Bank failed to produce a legitimate original note and pursued claims based on fraudulent and invalid

assignments. (the Note that in a prior case in 2013 Deutsche Bank claimed had been lost - that case was dismissed-, then reappeared in the 2018 case)

On December 3, 2024, Deutsche Bank filed a motion to dismiss the case in a

Judge Tanya Brinkley Court, asserting the debt was "paid off." This motion

did not disclose that Deutsche Bank had sold the property to KP

Investments prior to filing the motion, in essence circumventing the ongoing Rule 1.540(b) motion for fraud and collusion with KP Investments before Judge Tanya Brinkley.

While Kp Investments filed a complaint with Judge Fajardo Orshan, with evidence in the form of a fraudulently conducted warranty deed presumably issued by the defendant through a special magistrate for \$10— a nominal consideration, while the Defendant has a pending Rule 1.540(b) motion for fraud and collusion before Judge Miller against KP Investments. Deutsche Bank's admission in the bankruptcy adversary proceeding that it sold the property to KP Investments confirms the collusion between these parties, the fraudulent nature of the conveyance, and the material omission made to all related Courts]

Chain-of-Custody Concerns: Originals are essential in establishing standing, particularly in securitized mortgage litigation. Removal frustrates future authentication and evidentiary challenges.

Potential Spoilation: If these are the only official, court-held copies of key documents (including the contested assignment from MERS to Deutsche Bank), their removal may obstruct forensic examination, eliminate audit trails, and compromise future enforcement or civil claims.

Pattern Consistent With Systemic Concealment: These actions appear coordinated with earlier efforts by Deutsche Bank, PHH Mortgage, and related parties to insulate themselves from accountability by retroactively cleansing tainted assignments — many of which were executed post-IndyMac closure and under robo-signing suspicion.

Connection to Federal Scrutiny: This attempted record alteration is occurring while this FCA matter is pending under seal in federal court. The timing, motive, and parties involved mirror those named in this disclosure and suggest awareness of, or a reaction to, the anticipated consequences of federal oversight.

The Relator submits that this conduct strongly supports the inference of a broader fraudulent concealment strategy by entities that have repeatedly relied on void, defective, or post-receivership assignments to unlawfully foreclose on properties across multiple jurisdictions.

Supporting Material Documents

Supporting Documents Provided for Verification Only – See Primary Disclosure for Summary.

MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO FLORIDA RULE OF PROCEDURE 1.540(b) case No. 22.004706 ca01

MOTION FOR RELIEF FROM JUDGMENT PURSUANT TO FLORIDA RULE OF PROCEDURE 1.540(b) case No. 18.018704 ca01

MOTION TO ALERT THE COURT OF FRAUD, MATERIAL OMISSION, AND REQUEST COORDINATION AND RELIEF

CASE NO. 18.018704 ca01

SUGGESTION OF BANKRUPTCY CASE NO. 22.004706 ca01

SUGGESTION OF BANKRUPTCY CASE NO. 18.018704 ca01

FRAUDULENT WARRANTY DEED BOOK 34509 PAGE 3025

BANKRUPTCY CLAIMS REGISTER CASE NO 23.20131.CLC

CHAPTER 13 STATUS REPORT AS OF JAN 07, 2025 CASE NO 23.20131.CLC

MOTION FOR ORDER DISMISSING CASE WITHOUT PREJUDICE, CANCELING NOTICE OF LIS PENDENS, DIRECTING CLERK TO RETURN ORIGINAL DOCUMENTS AND TO SUBSTITUTE PHOTOSTATIC COPIES IN THE COURT FILE CASE NO. 18.018704 ca01

ORDER DISMISSING CASE WITHOUT PREJUDICE, CANCELING NOTICE OF LIS PENDENS, DIRECTING CLERK TO RETURN ORIGINAL DOCUMENTS AND TO SUBSTITUTE PHOTOSTATIC COPIES IN THE COURT FILE CASE NO. 18.018704 ca01

DOCKET ENTRY LIST OSC SEARCH ALERTING THE COURT OF FRAUD

DOCKET ENTRIES FOR BK DOCKET CASE NO 23.20131.CLC

KP INVESTMENTS BANKRUPTCY FILING NOTICE OF FILING DOCUMENTS RELATED TO THE SALE OF 563 W 48 (49) ST STREET TO KP INVESTMENTS MIAMI LLC CASE NO 23.20131.CLC

KP INVESTMENTS BANKRUPTCY FILING MOTION GRANTING PLAINTIFF'S MOTION FOR

APPOINTMENT OF GUARDIAN AD LITEM ADMINISTER AD LITEM AND ATTORNEY AD LITEM AND FOR THE RETURN OF ESCROW DEPOSIT HELD BY DEFENDANT'S COUNSEL
CASE NO 23.20131.CLC

DOCKET ENTRY LIST OSC

KP INVESTMENT FILING COMPLAINT FOR EJECTMENT CASE NO 24.022769CA.01

DEFENDANTS MOTION TO ALERT THE COURT OF FRAUD, MATERIAL OMISSION AND REQUEST COORDINATION AND RELIEF CASE NO 24.022769CA.01

DEFENDANT'S MOTION TO DISMISS WITH PREJUDICE CASE NO 24.022769CA.01

DEFENDANT'S MOTION TO ALERT THE COURT OF CLERICAL ERROS IN THE DISTRICT COURT CASE NO 24.022769CA.01

ORDER DENYING MOTION TO DISMISS CASE NO 24.022769CA.01

BANKRUPTCY DOCKET CM/ECF LIVE CASE NO 23.20131.CLC

DISTRICT COURT DOCKET JUDGE MARTINEZ CASE #: 1:25-cv-20746-JEM

DISTRICT COURT NOTICE OF APPEAL TO 11TH DISTRICT COURT CASE #: 1:25-cv-20747-JEM

DISTRICT COURT NOTICE OF APPEAL TO 11TH DISTRICT COURT CASE # 1:25-CV-20688-JEM

A short List (300 Pages) of compiled uneddorsed assingments is . **Available Upon Request**

KP Investments Carlos Perez's cpmplete deposition is also available upon request (200+ pages) Cited throughout Disclosure Statement and 1.540(b) filings in State Case No. 2022-004706-CA-01. **Available Upon Request**

EXHIBIT A

Analysis of the Duque Foreclosure Cases and Related Mortgage Assignments

Submitted in Support of Disclosure Statement under 31 U.S.C. § 3730(b)(2)

Relator: Mario Mirabal

Case No. 1:24-cv-24749-CIV-ALTONAGA/Reid (Filed Under Seal)

I. INTRODUCTION

This exhibit presents a forensic legal analysis of the mortgage foreclosure history and assignment chain involving CESAR A. DUQUE, tied to a mortgage originated by IndyMac Bank, F.S.B. The analysis highlights a repeat pattern consistent with the scheme outlined in the FCA complaint: namely, the post-receivership fabrication of mortgage assignments by entities lacking legal authority, followed by foreclosure litigation filed and abandoned, suggesting title fraud or standing issues.

II. CASE SUMMARY

Property:

Real property subject to multiple lis pendens and foreclosure filings in Miami-Dade County.

Mortgage Origin:

Originated by IndyMac Bank, F.S.B.

No publicly recorded assignment by FDIC, the lawful receiver as of July 11, 2008

Foreclosure Cases:

Case No. 09-15117-CA-01

Filed in 2009

Dismissed for lack of prosecution (June 22, 2010)

Case No. 13-2013-CA-028634

Filed in 2013

Dismissed on November 18, 2014

Assignments & Lis Pendens:

Lis Pendens #1 recorded in 2009 (pre-dismissal of first case)

Lis Pendens #2 recorded in 2013 (corresponding to second suit)

Assignment dated 2024: MERS as nominee for IndyMac assigns the mortgage to Deutsche Bank

All assignments omit the FDIC, and are executed years after IndyMac ceased to operate

III. LEGAL DEFECTS

A. Lack of Assignor Authority

MERS had no principal to act on behalf of IndyMac after FDIC assumed receivership in July 2008.

Assignments executed after that date purporting to transfer interest from MERS as nominee for IndyMac are void for lack of authority.

B. Break in Chain of Title

No evidence of a valid assignment from FDIC to Deutsche Bank or any other party.

Recorded assignments leap directly from MERS to Deutsche Bank, creating a fatal gap in title and undermining legal standing for foreclosure.

C. Dismissed Foreclosure Actions

Both cases were ultimately dismissed, one for lack of prosecution and one following litigation.

Dismissals support the inference that the plaintiff could not prove standing, and the title chain was likely defective.

D. Suspicious Timing of 2024 Assignment

The new assignment executed in 2024, 15+ years after the loan originated, suggests a retroactive effort to cure title defects and revive enforceability.

IV. IMPLICATIONS FOR THE GOVERNMENT

The assignment reflects an improper post-receivership transfer of an FDIC asset without lawful authority.

Efforts to foreclose using this document amount to material misrepresentations in court and public records.

When such assignments are used to recover property or enforce liens, they unjustly enrich private entities at the expense of federally regulated assets, violating the False Claims Act.

V. CONCLUSION

The Duque case illustrates how mortgage servicers and trustees fabricate assignments years after a federal receivership, using MERS to bypass required federal procedures. These instruments are then weaponized in state courts, resulting in wrongful foreclosure attempts, litigation abuse, and fraudulent title manipulation. This case further supports the existence of a widespread pattern of conduct implicating Deutsche Bank, MERS, and others in a multi-year fraudulent conveyance scheme.

CFN: 20240675176 BOOK 34392 PAGE 4147
 DATE: 09/04/2024 02:12:11 PM
 JUAN FERNANDEZ-BARQUIN
 CLERK OF THE COURT & COMPTROLLER
 MIAMI-DADE COUNTY, FL

When Recorded Return To:
 PHH Mortgage
 C/O Nationwide Title Clearing, LLC
 2100 Alt. 19 North
 Palm Harbor, FL 34683

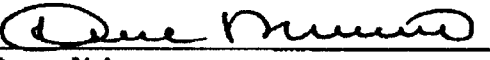
ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) hereby assigns unto DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR INDYMAC INDEX MORTGAGE LOAN TRUST 2007-ARS, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2007-ARS, WHOSE ADDRESS IS C/O PHH MORTGAGE CORPORATION, 5720 PREMIER PARK DRIVE, WEST PALM BEACH, FL 33407, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE), the said Mortgage having an original principal sum of \$303,924.00 and all rights accrued or to accrue under such Mortgage.

Said Mortgage was made by CESAR A. DUQUE AND DOROTY RONNY CHACON ZABALA, HUSBAND AND WIFE and recorded in Official Records of the Clerk of the Circuit Court of MIAMI-DADE County, Florida, in Book 25343, Page 4092 and CFN 2007R0130956, upon the property situated in said State and County as more fully described in said Mortgage.

Dated on 08/30/2024 (MM/DD/YYYY)

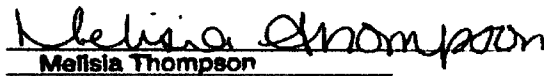
MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS

By: 
 Donna Valenzano
 Assistant Secretary

Witnesses:


 Madison Hodges

5720 Premier Park Drive, West Palm Beach, FL 33407

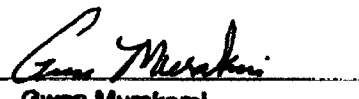

 Melissa Thompson

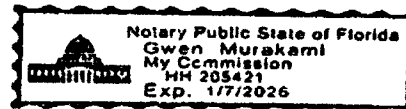
5720 Premier Park Drive, West Palm Beach, FL 33407



STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on 08/30/2024 (MM/DD/YYYY), by Donna Valenzano as Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS, who, as such Assistant Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.


 Gwen Murakami
 Notary Public - STATE OF FLORIDA
 Commission expires: **JAN 07 2026**



Document Prepared By: LaVar Jones, 5720 Premier Park Drive, West Palm Beach, FL 33407
 PHH02 442231499 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
 OCWEN-NVLER MIN 100055401249750623 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O.
 Box 2026, Flint, MI 48501-2026 T282408-03:18:34 [C-O] FRMFL1-PHH02



D0107936409

CFN 20090145710

DR Bk 26768 Pg 3091f (1pg)

RECORDED 02/27/2009 10:53:11

HARVEY RUVIN, CLERK OF COURT

MIAMI-DADE COUNTY, FLORIDA

LAST PAGE

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY,
FLORIDA
CIVIL ACTION

INDYMAC FEDERAL BANK FSB,
Plaintiff,

vs.

CASE NO.
DIVISION

09-15117 CA 25

SPACE FOR RECORDING ONLY F.S. § 495.26

CESAR A. DUQUE; THE UNKNOWN SPOUSE OF CESAR A. DUQUE; DOROTY RONNY CHACON ZABALA; ANY AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES, GRANTEES, OR OTHER CLAIMANTS; ISLANDS AT DORAL MASTER ASSOCIATION, INC.; TENANT #1, TENANT #2, TENANT #3, and TENANT #4 the names being fictitious to account for parties in possession

Defendant(s).

NOTICE OF LIS PENDENS

To the above-named Defendant(s) and all others whom it may concern:

You are notified of the institution of this action by the above-named Plaintiff, against you seeking to foreclose a mortgage recorded in Official Records Book 25343, Page 4092, on the following property in MIAMI-DADE County, Florida:

LOT 6, BLOCK 28, ISLANDS AT DORAL, NORTHWEST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 164, PAGE 34, AS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.

Dated this 20 day of Feb, 2009.

Florida Default Law Group, P.L.

P.O. Box 25018

Tampa, Florida 33622-5018

(813) 251-4766

By:

Jonathan W. Mosker

Florida Bar No. 805971

Scott A. Griffith

Florida Bar No. 26139

Anne M. Cruz-Alvarez

Florida Bar No. 17140

FIDINDYMAC-CONV-B-rharnig

FILE_NUMBER: F09018163

DOC_ID: M000105



1-3
IN THE CIRCUIT COURT OF THE 11TH JUDICIAL CIRCUIT
IN AND FOR MIAMI DADE, COUNTY, FLORIDA

GENERAL JURISDICTION DIVISION

CASE NO. 09- 15117-CA-01

INDYMAC FED BANK (FS

Section No. 25

Plaintiff(s)

CIVIL DIVISION

vs.

DUQUE, CESAR A
ZABALA, DOROTY RONNY
ISLANDS AT DORAL MAS

Motion, Notice and

Judgment of Dismissal

Defendant(s)

2010 JUL 14 PM 2:42

RECORD

ORDER ON MOTION TO DISMISS
FOR LACK OF PROSECUTION

CLOCK IN

THIS CAUSE having come on to be heard pursuant to Rule 1.420 of the Fla.R.Civ.P. and the Court being fully advised in the premises.

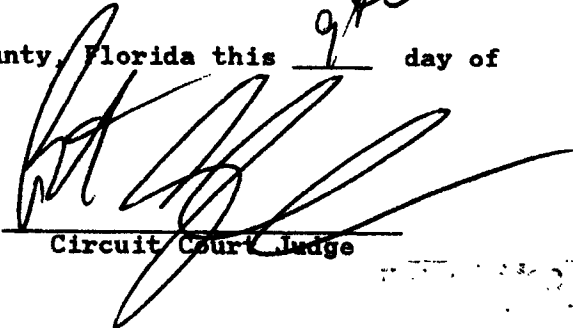
☒ THE COURT FINDS that no party opposing the motion to dismiss for lack of prosecution having appeared as ordered and demonstrated the existence of the requisite record activity or that action had been stayed nor having timely filed a showing of good cause in writing, if required, and therefore, in the absence of any evidence to the contrary, the Court finds that (1) notice prescribed by Rule 1.420(e) was timely served; (2) there was no record activity during the 10 months immediately preceding service of the foregoing notice; (3) there was no record activity during 60 days immediately following service of the foregoing notice; (4) no stay has been issued or approved by the Court; and (5) no party has shown good cause why this action should remain pending;

THEREFORE, IT IS ORDERED that this action is dismissed for lack of prosecution.

☐ THE COURT FINDS good cause why this action should remain pending; therefore, IT ORDERED AND ADJUDGED that the Motion to Dismiss for Lack of prosecution pursuant to Florida Rule of Civil Procedure 1.420(E), is hereby DENIED.

DONE and ORDERED in Chambers at Miami-Dade County, Florida this 9th day of

July 2010


Circuit Court Judge

cc: Counsel/Parties of Record

In accordance with the Americans with Disabilities Act OF 1990, persons needing a special accommodation to participate in this proceeding should contact the ADA Coordinator at the Dade County Courthouse, 73 West Flager Street, Miami, Florida 33130, no later than seven days prior to the proceeding at 305-349-7175 (Voice); and 305-349-7174 (TDD) or the Florida Relay Service at 1-800-955-8770 or 1-800-955-8771.

IN THE CIRCUIT COURT OF THE ELEVENTH
JUDICIAL CIRCUIT IN AND FOR MIAMI-DADE COUNTY, FLORIDA
CIVIL ACTION

DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE OF THE
INDYMAC INDX MORTGAGE TRUST 2007-AR5, MORTGAGE PASS-
THROUGH CERTIFICATES, SERIES 2007-AR5 UNDER THE POOLING
AND SERVICING AGREEMENT DATED MARCH 1, 2007.

Plaintiff.

CASE NO.

vs.

DIVISION

SPACE FOR RECORDING ONLY F.S. § 5495.26

CESAR A. DUQUE AKA CESAR DUQUE; THE UNKNOWN SPOUSE OF
CESAR A. DUQUE AKA CESAR DUQUE; DOROTY RONNY CHACON
ZABALA; ISLANDS AT DORAL MASTER ASSOCIATION, INC.; MADEIRA
AT ISLANDS AT DORAL NEIGHBORHOOD ASSOCIATION, INC.; ANY
AND ALL UNKNOWN PARTIES CLAIMING BY, THROUGH, UNDER, AND
AGAINST THE HEREIN NAMED INDIVIDUAL DEFENDANT(S) WHO ARE
NOT KNOWN TO BE DEAD OR ALIVE, WHETHER SAID UNKNOWN
PARTIES MAY CLAIM AN INTEREST AS SPOUSES, HEIRS, DEVISEES,
GRANTEES, OR OTHER CLAIMANTS; TENANT #1 and TENANT #2, the
names being fictitious to account for parties in possession

Defendant(s).

NOTICE OF LIS PENDENS

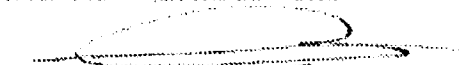
To the above-named Defendant(s) and all others whom it may concern:

You are notified of the institution of this action by Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX
Mortgage Trust 2007-AR5, Mortgage Pass-Through Certificates, Series 2007-AR5 under the Pooling and Servicing Agreement dated
March 1, 2007, against you seeking to foreclose a mortgage on the following property in Miami-Dade County, Florida:

LOT 6, BLOCK 28, ISLANDS AT DORAL, NORTHWEST, ACCORDING TO THE PLAT RECORDED IN PLAT BOOK 164,
PAGE(S) 34, AS RECORDED IN THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA.
A/K/A 8436 NW 113TH PL, DORAL, FL 33178

Dated this 24 day of September, 2013

Albertelli Law
P.O. Box 23028
Tampa, Florida 33623
(813) 221-4743
eService: servealaw@albertellilaw.com

By: 
MEGAN ROACH, ESQ.
FLORIDA BAR NO. 103150

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA.

CASE No.: 13-2013-CA-028634

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE OF THE INDYMAC
INDEX MORTGAGE TRUST 2007-AR-5,
MORTGAGE PASS-THROUGH CERTIFICATES
SERIES 2007-AR5 UNDER THE POOLING AND
SERVICING AGREEMENT DATED MARCH
1, 2007,

Plaintiff,

vs.

CESAR A. DUQUE A/K/A CESAR DUQUE,
UNKNOWN SPOUSE OF CESAR A. DUQUE A/K/A
CESAR DUQUE, DOROTY RONNY CHACON
ZABALA, ISLANDS AT DORAL MASTER
ASSOCIATION, INC., MADEIRA AT ISLANDS AT
DORAL NEIGHBORHOOD ASSOCIATION, INC.,
ANY AND ALL UNKNOWN PARTIES CLAIMING
BY, THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL DEFENDANT(S)
WHO ARE NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEVISEES, GRANTEEES, OR OTHER CLAIMANTS,
TENANT #1, TENANT #2,

Defendants,

_____ /

NOTICE OF SERVICE OF ORDER OF DISMISSAL

Plaintiff, DEUTSCHE BANK NATIONAL TRUST COMPANY, by and through its undersigned
counsel, hereby gives Notice of Service of the ORDER OF DISMISSAL dated April 28, 2014
by U.S. Mail to all parties on the attached Mailing List, this 25 day of July 2014.

CLARFIELD, OKON, SALOMONE & PINCUS, P.L.
500 S. Australian Avenue, Suite 730
West Palm Beach, FL 33401
Telephone: (561) 713-1400/Fax: (561) 713-1401
Primary Email: pleadings@cosplaw.com

By: Emily A. Dillon

Emily A. Dillon
Fl. Bar #: 0094093

Mailing List

Case No.: 13-2013-CA-028634

Cesar A. Duque aka Cesar Duque
8436 NW 113TH Pl
Doral, FL 33178

Doroty Ronny Chacon Zabala
8436 NW 113TH Pl
Doral, FL 33178

Islands at Doral Master Association, Inc.
c/o Registered Agent, Associated Corporate Services
6111 Broken South Parkway NE Suite 200
Boca Raton, FL 33414

Madeira at Islands at Doral Neighborhood Association, Inc.
C/O Registered Agent, Hobel Florido, Esq.
Florido Law Group, Pa
7900 Nw 154th Street Suite 202
Miami Lakes, FL 33016-5816
Hobel.Florido@floridolaw.com

Unknown Tenant #1
8436 NW 113TH Pl
Doral, FL 33178

Unknown Tenant #2
8436 NW 113TH Pl
Doral, FL 33178

CLARFIELD, OKON, SALOMONE & PINCUS, P.L.
500 South Australian Avenue, Suite 730
West Palm Beach, FL 33401
Primary Email: pleadings@cosplaw.com
Telephone: (561) 713-1400
Facsimile: (561) 713-1401

IN THE CIRCUIT COURT OF THE 11TH
JUDICIAL CIRCUIT, IN AND FOR
MIAMI-DADE COUNTY, FLORIDA.

CASE No.: 13-2013-CA-028634

DEUTSCHE BANK NATIONAL TRUST
COMPANY, AS TRUSTEE OF THE INDYMAC
INDX MORTGAGE TRUST 2007-AR-5,
MORTGAGE PASS-THROUGH CERTIFICATES
SERIES 2007-AR5 UNDER THE POOLING AND
SERVICING AGREEMENT DATED MARCH 1, 2007,
Plaintiff,

vs.

CESAR A. DUQUE A/K/A CESAR DUQUE,
UNKNOWN SPOUSE OF CESAR A. DUQUE A/K/A
CESAR DUQUE, DOROTY RONNY CHACON
ZABALA, ISLANDS AT DORAL MASTER
ASSOCIATION, INC., MADEIRA AT ISLANDS AT
DORAL NEIGHBORHOOD ASSOCIATION, INC.,
ANY AND ALL UNKNOWN PARTIES CLAIMING
BY, THROUGH, UNDER, AND AGAINST THE
HEREIN NAMED INDIVIDUAL DEFENDANT(S)
WHO ARE NOT KNOWN TO BE DEAD OR ALIVE,
WHETHER SAID UNKNOWN PARTIES MAY
CLAIM AN INTEREST AS SPOUSES, HEIRS,
DEVISEES, GRANTEES, OR OTHER CLAIMANTS,
TENANT #1, TENANT #2,
Defendants.

ORDER OF DISMISSAL

THIS CAUSE, having come on to be considered upon Plaintiff's Notice of Voluntary Dismissal,
and the Court having duly considered the same and being fully advised in the premises, it is thereupon,

ORDERED AND ADJUDGED as follows:

1. The case is hereby dismissed without prejudice.
2. The Lis Pendens filed in this matter is hereby discharged.

DONE AND ORDERED in Chambers, at Miami-Dade County, Florida, this _____ day of
_____, 2014.

Circuit Judge

Copies furnished to all parties
on the attached mailing list

CONFIRMED COPY
APR 28 2014
RONALD C. DRESNICK
CIRCUIT COURT JUDGE

Mailing List

Case No.: 13-2013-CA-028634

Cesar A. Duque aka Cesar Duque
8436 NW 113TH Pl
Doral, FL 33178

Doroty Ronny Chacon-Zabala
8436 NW 113TH Pl
Doral, FL 33178

Islands at Doral Master Association, Inc.
c/o Registered Agent, Associated Corporate Services
6111 Broken South Parkway NE Suite 200
Boca Raton, FL 33414

Madeira at Islands at Doral Neighborhood Association, Inc.
C/O Registered Agent, Hobel Florido, Esq.
Florido Law Group, Pa
7900 Nw 154th Street Suite 202
Miami Lakes, FL 33016-5816
Hobel.Florido@floridolaw.com

Unknown Tenant #1
8436 NW 113TH Pl
Doral, FL 33178

Unknown Tenant #2
8436 NW 113TH Pl
Doral, FL 33178

CLARFIELD, OKON, SALOMONE & PINCUS, P.L.
500 South Australian Avenue, Suite 730
West Palm Beach, FL 33401
Primary Email: pleadings@cosplaw.com
Telephone: (561) 713-1400
Facsimile: (561) 713-1401

EXHIBIT B

Analysis of the Peinado Foreclosure History and 2025 Assignment Involving IndyMac- Originated Loan , PHH Mortgage and Deutsche Bank

Submitted in Support of Disclosure Statement under 31 U.S.C. § 3730(b)(2)

Relator: Mario Mirabal

Case No. 1:24-cv-24749-CIV-ALTONAGA/Reid (Filed Under Seal)

I. INTRODUCTION

This exhibit analyzes the case of CASILDA E. PEINADO and LEOPOLDO E. PEINADO, involving a mortgage originated by IndyMac Bank, F.S.B. and reassigned nearly two decades later — in 2025 — through an assignment that bears the same structural defects present in the Mirabal and Duque cases. The 2025 assignment was executed by MERS as nominee for IndyMac, an entity long defunct since its receivership by the FDIC in July 2008.

This assignment, like others in the pattern, was used to support a foreclosure effort by or through PHH Mortgage, which also services loans for Deutsche Bank National Trust Company in the Mirabal matter. These repeated post-receivership assignments — issued without FDIC involvement — point to a systemic scheme of fabricating title years after the legal rights to enforce these loans had been extinguished. Providing further evidence of a coordinated, ongoing pattern of fraudulent conveyance and unlawful foreclosure tactics tied to void post-receivership assignments

II. CASE SUMMARY

SUBJECT PROPERTY:

Real property in Miami-Dade County owned by the Peinado family.

MORTGAGE ORIGIN:

Original lender: IndyMac Bank, F.S.B.

Placed into FDIC receivership on July 11, 2008

No FDIC assignment recorded in the public record

COURT FILINGS:

Lis Pendens Filed:

April 5, 2010

Filed by Wells Fargo Bank, N.A. , initiating a foreclosure action in the Eleventh Judicial Circuit

Voluntary Dismissal & Release of Lis Pendens:

Recorded on September 9, 2010, ending the foreclosure litigation without judgment

Post-Reception Assignment of Mortgage:

Executed in 2025 by MERS as nominee for IndyMac Bank, F.S.B.

Assigns the mortgage to Deutsche Bank National Trust Company

No mention of FDIC as prior or intermediate holder

PHH Mortgage Corporation identified in related documentation as servicer or affiliated party

III. LEGAL DEFECTS

A. Invalid Authority of Assignor

The 2025 assignment is executed by MERS on behalf of IndyMac, which had ceased to operate 17 years earlier.

As of July 11, 2008, only the FDIC, as receiver, had legal title to IndyMac's assets.

No resolution, power of attorney, or FDIC endorsement is included with the assignment.

Conclusion: The document is legally defective and void, executed without lawful authority.

B. Break in Chain of Title

No recorded assignment from the FDIC, nor any lawful transfer from the receivership estate.

The 2025 document jumps directly from IndyMac (via MERS) to Deutsche Bank — skipping the required federal intermediary.

This creates a fatal break in the mortgage's enforceability and invalidates the assignee's standing.

C. Unresolved Foreclosure Attempt in 2010

Wells Fargo initiated foreclosure in 2010 and filed a lis pendens.

The action was voluntarily dismissed, and lis pendens released, with no final judgment recorded.

The early withdrawal of the case suggests a possible recognition of title defects or lack of standing.

D. Evidence of a Broader Pattern

The 2025 assignment is not an isolated event — it mirrors similar assignments made in the:

Mirabal case (Deutsche Bank via INDYMAC BANK, F.S.B. in 2010)

Duque case (2024 assignment by MERS to Deutsche Bank)

Each case involves a void assignment made long after FDIC receivership, and each assignment omits the FDIC, despite it being the only lawful successor.

E. PHH Mortgage's Central Role

In all three cases — Peinado, Duque, and Mirabal — PHH Mortgage appears as servicer or agent for the entity claiming to hold the loan.

PHH continues to collect on and attempt to enforce these void instruments — even participating in foreclosure filings and bankruptcy-related actions in the Mirabal case.

The repetition of PHH's involvement in servicing legally void and unlawfully reassigned loans

suggests knowledge of the broken title chain and participation in a broader scheme.

IV. IMPLICATIONS FOR GOVERNMENT INTEREST

IndyMac loans became part of the FDIC's receivership estate — governed by federal statute.

This assignment misrepresents title ownership and interferes with federal regulatory interests.

Continued usage of this type of instrument — especially 17 years later — demonstrates an ongoing pattern of False Claims Act violations, including:

Misrepresentation of standing

False filings in court and land records

Deprivation of government oversight of FDIC assets

V. CONCLUSION

The Peinado case proves that void IndyMac-originated loans are still being reanimated through fraudulent assignments, long after any lawful title could have been transferred. The post-receivership MERS-to-Deutsche Bank assignment made in 2025, with PHH Mortgage playing a consistent servicing role, is legally and procedurally invalid.

It is not an isolated event, but rather part of a coordinated pattern across multiple properties and jurisdictions. These facts support the Relator's allegations of systemic fraud involving the unlawful repurposing of federally controlled mortgage assets for private gain — a scheme that remains active and concealed to this day.

CFN: 20250080958 BOOK 34601 PAGE 398
 DATE: 02/03/2025 10:15:36 AM
 JUAN FERNANDEZ-BARQUIN
 CLERK OF THE COURT & COMPTROLLER
 MIAMI-DADE COUNTY, FL

When Recorded Return To:
 PHH Mortgage
 C/O Nationwide Title Clearing, LLC
 2100 Alt. 19 North
 Palm Harbor, FL 34683

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) hereby assigns unto DEUTSCHE BANK NATIONAL TRUST COMPANY AS TRUSTEE FOR INDYMAC INDX MORTGAGE LOAN TRUST 2006-AR9, MORTGAGE PASS-THROUGH CERTIFICATES SERIES 2006-AR9, WHOSE ADDRESS IS C/O PHH MORTGAGE CORPORATION, 5720 PREMIER PARK DRIVE, WEST PALM BEACH, FL 33407, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE), the said Mortgage having an original principal sum of \$384,000.00 and all rights accrued or to accrue under such Mortgage.

Said Mortgage was made by CASILDA PEINADO, A/S/W and recorded in Official Records of the Clerk of the Circuit Court of MIAMI-DADE County, Florida, in Book 24414, Page 4094 and CFN 2006R0387162, upon the property situated in said State and County as more fully described in said Mortgage.

Dated on 01/28/2025

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS

By: 
 EZRA E. PUGH
 ASSISTANT SECRETARY

Witnesses: 
 Netty N. Bangala
 5720 Premier Park Drive, West Palm Beach, FL 33407


 Kelley Earle
 5720 Premier Park Drive, West Palm Beach, FL 33407



STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on 01/28/2025, by EZRA E. PUGH as ASSISTANT SECRETARY of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS, who, as such ASSISTANT SECRETARY being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.


 Madison Hodges
 Notary Public - STATE OF FLORIDA
 Commission expires: 6-9-28



Document Prepared By: LaVar Jones, 5720 Premier Park Drive, West Palm Beach, FL 33407
 PHH02 443769364 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
 OCWEN-NVLER MIN 100055401231123672 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI 48501-2026 T232501-03:35:48 [C-0] FRMFLI_PHH02



D011191189

3/14/25, 10:02 PM

OCS Search

09/13/2010	Voluntary Dismissal	Judgment	B: 27435 P: 2960		
09/13/2010	27435:2960	Discharge/release of Lis Pendens	Event	B: 27435 P: 2960	
09/13/2010	27435:2960	Voluntary Dismissal	Event	B: 27435 P: 2960 Parties: Peinado Leopoldo E; Peinado Casilda E; Westwind Assn Inc; Wells Fargo Bank (na)	
09/13/2010		Final Disposition Document	Event		
08/17/2010		Motion for Summary Judgment	Event		
05/25/2010		Service Returned	Event	BADGE # 118 P 04/20/2010 Parties: Westwind Lakes Master Assn Inc	
05/25/2010		Affidavit of:	Event	LOST ORIGINAL	
05/13/2010		Motion:	Event	FOR ADDITIOAL TIME IN WHICH TO ANSWER OR RES	
05/03/2010		Service Return for Unknown Party	Event		
05/03/2010		Service Returned	Event	BADGE # 118 P 04/27/2010 Parties: Wells Fargo Bank (na)	
05/03/2010		Service Returned	Event	BADGE # 1673 P 04/19/2010 Parties: Peinado Casilda E	
05/03/2010		Service Returned	Event	BADGE # 1673 P 04/19/2010 Parties: Peinado Leopoldo E	
04/19/2010	27254:2261	Lis Pendens	Event	B: 27254 P: 2261	
04/15/2010		Text	Event	CERTIFICATE OF PLAINTIFF REGARDING PRE SUIT MEI	
04/15/2010		Text	Event	VERIFICATION ANGELA VARGA (VICE PRES)	
04/15/2010		Summons Issued	Event	Parties: Peinado Leopoldo E; Peinado Casilda E; Westwind Assn Inc; Wells Fargo Bank (na)	
04/15/2010		Filing Fee For Mortgage Foreclosure	Event	\$ 1906.00	
04/15/2010		Complaint	Event		
04/15/2010		Civil Cover	Event		

Print Page



CFN 2010R0259079
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HARVEY RUVIN, CLERK OF COURT
MIAMI-DADE COUNTY, FLORIDA
LAST PAGE

IN THE CIRCUIT COURT
MIAMI-DADE COUNTY, FLORIDA
CIVIL DIVISION

Case No. _____

10-22573CA 06

WELLS FARGO BANK, N.A.

Plaintiff,

vs.

LEOPOLDO E. PEINADO, CASILDA E.
PEINADO, WESTWIND LAKES MASTER
ASSOCIATION INC.; WELLS FARGO
BANK, NATIONAL ASSOCIATION F/K/A
WORLD SAVINGS BANK, FSB, and
UNKNOWN TENANTS/OWNERS,

Defendants.
_____ /

NOTICE OF LIS PENDENS

TO DEFENDANT(S):

LEOPOLDO E. PEINADO, CASILDA E. PEINADO
WESTWIND LAKES MASTER ASSOCIATION INC.; WELLS FARGO BANK, NATIONAL ASSOCIATION
F/K/A WORLD SAVINGS BANK, FSB
UNKNOWN TENANTS/OWNERS
ALL OTHERS TO WHOM IT MAY CONCERN

You are notified of the institution of this action by Plaintiff against you seeking to foreclose a mortgage encumbering the following real property in Miami-Dade County, Florida:

LOT 1, BLOCK 26, WESTWIND LAKES SECTION FOUR, ACCORDING TO THE MAP OR PLAT THEREOF
AS RECORDED IN PLAT BOOK 129, PAGE 14, OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY,
FLORIDA.

with a street address of 5725 SW154TH CT, MIAMI, FL 33193.

DATED: March 31, 2010.



Ashley L. Simon
Florida Bar No.: 0064472
Kass, Shuler, Solomon, Spector,
Foyle & Singer, P.A.
P.O. Box 800
1505 N. Florida Ave.
Tampa, FL 33601
(813) 229-0900 ext 1394
Attorneys for Plaintiff

317300/1005115/q02

EXHIBIT C

The Mirabal Assignment & Ongoing Foreclosure Fraud Scheme

Submitted in Support of Disclosure Statement under 31 U.S.C. § 3730(b)(2)

Relator: Mario Mirabal

Case No. 1:24-cv-24749-CIV-ALTONAGA/Reid (Filed Under Seal)

I. Introduction

This exhibit details the fraudulent assignment and foreclosure history of Relator Mario Mirabal, including:

A 2010 assignment of mortgage executed two years after IndyMac Bank failed.

A 2024 unlawful conveyance of Relator's homestead by PHH Mortgage while:

Relator was under bankruptcy protection.

A Rule 1.540(b) motion was pending against Deutsche Bank in state court.

An adversary proceeding against Deutsche Bank was ongoing in bankruptcy court.

Discrepancies in claimed debt amounts, showing:

PHH Mortgage claimed nearly \$1.3 million in bankruptcy court.

Deutsche Bank listed an unpaid balance of only \$108,000.

This suggests fraudulent inflation of claims for unjust enrichment.

II. Mortgage & Assignment History

Original Lender: IndyMac Bank, F.S.B.

IndyMac Failure: Placed into FDIC receivership on July 11, 2008

FDIC Role: Became the legal successor to all IndyMac assets.

Assignment of Mortgage (2010)

Assignor: IndyMac Bank, F.S.B. (via OneWest Bank, FSB)

Assignee: Deutsche Bank National Trust Company, as Trustee for IndyMac INDX Mortgage Trust 2007-AR5

Signatory: Erica Johnson-Seck, signing as “Attorney in Fact” for IndyMac Bank

Prepared by: David J. Stern, Esq., 900 South Pine Island Rd, Plantation, FL

Recorded on: June 30, 2010 (Miami-Dade County, Florida)

Foreclosure Action Against Relator

Foreclosure filed by Deutsche Bank National Trust Company against Relator Mario Mirabal.

The case was used to push Relator into bankruptcy proceedings, where PHH Mortgage entered the proof of claim—even though PHH was not the plaintiff in foreclosure.

Bankruptcy Court Activity

PHH Mortgage filed a proof of claim for nearly \$1.3 million.

Deutsche Bank’s records listed only \$108,000 in unpaid balance.

This major discrepancy suggests fraudulent claim inflation.

Unlawful 2024 Conveyance by PHH Mortgage

PHH Mortgage executed a transfer of Relator’s homestead in 2024, while:

Relator was under bankruptcy protection (potential violation of the automatic stay).

A Rule 1.540(b) motion challenging Deutsche Bank’s foreclosure judgment was pending in state

court.

An adversary proceeding against Deutsche Bank was actively on appeal in federal district court.

Why This Is Fraudulent:

PHH had no standing to execute the conveyance while litigation and bankruptcy protections were active.

The sale directly interfered with Relator's 1.540(b) and adversary case, depriving him of due process.

This action suggests a coordinated effort between Deutsche Bank and PHH to sidestep ongoing legal challenges and unlawfully profit from the fraudulent assignment.

III. Evidence of a Broader Pattern

This case is part of a broader scheme, showing identical fraudulent title tactics in:

1. Mirabal Case (Relator)

2010 assignment: IndyMac assigned to Deutsche Bank two years after FDIC took control, via OneWest.

2024 illegal conveyance: PHH transferred Relator's homestead despite active litigation and bankruptcy protection.

2. Duque Case

2024 assignment: MERS as nominee for IndyMac assigns a mortgage 16 years after the bank failed—with no FDIC involvement.

3. Peinado Case

2025 assignment: MERS as nominee for IndyMac assigns mortgage 17 years after the bank failed, again with PHH Mortgage involvement.

Common Fraud Indicator

IndyMac-originated loan

Post-receivership assignment

No FDIC in chain of title

Assignment to Deutsche Bank

PHH Mortgage involvement

Fraudulent conveyance post-litigation

False claims

Conclusion: The same fraudulent mechanisms are being used across multiple properties, proving a coordinated, organized mortgage fraud scheme.

IV. Implications for the False Claims Act Case

PHH Mortgage's illegal conveyance while litigation was pending obstructed justice and violated federal protections.

The inflated bankruptcy claim (\$1.3 million vs. \$108,000) suggests fraudulent debt inflation to extract government-backed payments.

PHH Mortgage, despite not being the original plaintiff, took over enforcement actions improperly—showing a deliberate effort to conceal the true parties in interest.

V. Conclusion

This exhibit establishes that:

Relator's own home was fraudulently taken, even while active legal challenges and bankruptcy protections were in place.

The same fraudulent assignment model was used in multiple cases involving PHH Mortgage, Deutsche Bank, MERS, and others.

False claims were submitted in bankruptcy court, showing clear financial fraud and mortgage servicing misconduct.

The U.S. government was financially harmed, justifying DOJ investigation and intervention under the False Claims Act.

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 OR Bk 27336 Ps 33721 (1s)
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 HARVEY RUVIN, CLERK OF COURT
 MIAMI-DADE COUNTY, FLORIDA
 LAST PAGE

Prepared by: DAVID J. STERN, ESQ
 Record & Return to: 900 South Pine Island Road #400
 Plantation, FL 33324-3920
 08-56391 (INDNW)

This space is for recording purposes only

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS:

THAT INDYMAC BANK, F.S.B.

Residing or located at c/o OneWest Bank, FSB, 888 East Walnut Street, Pasadena, California 91101, herein designated as the assignor, for and in consideration of the sum of \$1.00 Dollar and other good and valuable consideration, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell, assign, transfer and set over unto Deutsche Bank National Trust Company, as Trustee of the IndyMac INDX Mortgage Trust 2007-AR5, Mortgage Pass-Through Certificates, Series 2007-AR5 under the Pooling and Servicing Agreement dated March 1, 2007 residing or located at: c/o OneWest Bank, FSB, 888 East Walnut Street, Pasadena, California 91101 herein designated as the assignee, the mortgage executed by ARIANA BIRENCWAJG, A SINGLE WOMAN recorded in MIAMI-DADE County, Florida at book 25351 and page 3917 encumbering the property more particularly described as follows:

LOT 21, BLOCK 27, LAKE VIEW SUBDIVISION, ACCORDING TO MAP OR PLAT THEREOF AS RECORDED IN PLAT BOOK 14, PAGE 42 OF THE PUBLIC RECORDS OF MIAMI-DADE COUNTY, FLORIDA

together with the note and each and every other obligation described in said mortgage and the money due and to become due thereon

TO HAVE AND TO HOLD the same unto the said assignee, its successors and assigns forever, but without recourse on the undersigned.

In Witness Whereof, the said Assignor has hereunto set his hand and seal or caused these presents to be signed by its proper corporate officers and its corporate seal to be hereto affixed, as of the 10 day of June, 2010.

Signed in the presence of:

INDYMAC BANK, F.S.B.
 (CORPORATE SEAL)

ATTEST:

BY: [Signature]
 PRINT NAME: Erica A. Johnson-Seck
 TITLE: Attorney in Fact

WITNESS:

Print Name: Daniel Garcia

WITNESS:

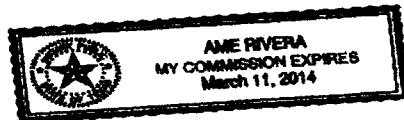
Print Name: [Signature]

STATE OF Texas
 COUNTY OF Travis

PERSONALLY APPEARED BEFORE ME, the undersigned authority in and for the aforesaid county and state, on this the 10 day of June, 2010, within my jurisdiction, the within named Erica A. Johnson-Seck who is personally known to me or who produced [Signature] as identification and who acknowledged to me that (s)he is ATTORNEY IN FACT and that for and on behalf of INDYMAC BANK, F.S.B. and as its act and deed (s)he executed the above and foregoing instrument, after first having been duly authorized by INDYMAC BANK, F.S.B. to do so.

WITNESS my hand and official seal in the County and State last aforesaid this 10 day of June, 2010.

one west asg



[Signature]
 NOTARY PUBLIC

★ P B M ★

★ F O 8 - 5 6 3 9 1 ★

★ D 1 1 0 4 ★

UNITED STATES DISTRICT COURT
FOR THE SOUTHERN DISTRICT OF FLORIDA
MIAMI DIVISION

Case No.: _____

MARIO MIRABAL,

Plaintiff,

v.

DEUTSCHE BANK NATIONAL TRUST COMPANY,

Defendant.

COMPLAINT UNDER THE FALSE CLAIMS ACT (31 U.S.C. § 3729 et seq.)

INTRODUCTION

This is a Qui Tam Action under the False Claims Act, 31 U.S.C. § 3729 et seq., brought by Mario Mirabal ("Relator" or "Plaintiff") on behalf of the United States of America, against Deutsche Bank National Trust Company ("Defendant"), alleging fraudulent claims, fraud upon the government, and violations of the False Claims Act, which have caused harm to the United

States.

Relator alleges that Defendant knowingly submitted, or caused to be submitted, false claims for a government-backed mortgage that was invalidly assigned to Defendant, specifically related to the mortgage note originally held by IndyMac Bank, FSB, which failed in 2008 and was later sold to Deutsche Bank after the FDIC declared that there were insufficient assets in IndyMac's receivership.

The fraudulent conduct described herein involves fraudulent mortgage assignments, false claims regarding the legitimacy of those assignments, and the ongoing assertion of rights and claims that were extinguished when IndyMac was closed by the FDIC, and claims made against government-insured assets.

JURISDICTION AND VENUE

This Court has jurisdiction over this matter under 31 U.S.C. § 3732 (False Claims Act) and 28 U.S.C. §§ 1331, 1345 (federal question and government suits).

Venue is proper in this district pursuant to 31 U.S.C. § 3732(a) because Defendant resides, and/or conducts business, in this judicial district, and the claims arose in substantial part within this district.

PARTIES

Relator, Mario Mirabal, is the Debtor in the underlying bankruptcy case (Case No. 23-20131-CLC) (Adversary case No:24-01418-CLC) and a motion filed under Florida Rule of Civil Procedure 1.540(b) in case No: 2018—018704—CA-01) and a citizen of the United States. Relator brings this action in both his own name and on behalf of the United States of America under the False Claims Act.

Defendant, Deutsche Bank National Trust Company, is a financial institution headquartered in One Columbus Circle New York, NY, 10019 and doing business throughout the United States. At all relevant times, Defendant acted as a trustee for Indymac's mortgage-backed securities, including those that are the subject of this Qui Tam action.

FACTUAL ALLEGATIONS

Background:

On July 11, 2008, IndyMac Bank, a federally insured institution, was closed by the Office of Thrift Supervision due to insolvency, and the FDIC was appointed as its receiver.

FDIC's Role:

As the receiver, the FDIC transferred all insured deposit accounts and substantially all of the assets of IndyMac to IndyMac Federal Bank, FSB, a newly chartered FDIC-insured institution. On March 19, 2009, IndyMac Federal Bank was sold to OneWest Bank, a newly formed financial

institution.

FDIC's Determination:

The FDIC declared that the receivership of IndyMac had insufficient assets to make any distribution to general unsecured claims and determined that no value would be assigned to claims from IndyMac's receivership as of November 12, 2009.

Defendant's Fraudulent Claims:

Despite the FDIC's official determination that IndyMac's assets were insufficient to pay general unsecured claims, Deutsche Bank National Trust Company continued to assert a claim against Relator's property based on an invalid mortgage note that was transferred to Deutsche Bank from IndyMac nearly two years after IndyMac's corporate failure and during the period in which IndyMac's assets were deemed insufficient by the FDIC.

Invalid Assignment:

Deutsche Bank's claim is based on an invalid assignment executed by the Law Offices of David J. Stern, a law firm widely associated with fraudulent foreclosure practices, and signed by Ericaka A. Johnson-Seck, a known robo-signer. The assignment itself occurred well after the failure of IndyMac and the FDIC's determination that no general unsecured claims would be satisfied, 1189 days after the PSA's closing date.

Defendant's False Claims:

By continuing to pursue this fraudulent claim and asserting rights to a mortgage note that had already been discharged by the FDIC's actions,

Defendant has submitted false claims to the United States government by attempting to collect a debt already satisfied by government-backed programs, specifically involving the insured mortgage portfolio under the FDIC's receivership of IndyMac.

Deutsche Bank Trust Corporation ("DBTC"), which is a wholly owned subsidiary of DBAG. DBTCA is a New York State chartered bank regulated by the New York State Department of Financial Services ("NYDFS"). DBTCA is also a member of the Federal Reserve System and an FDIC-insured bank and, accordingly, is regulated by the Board of Governors of the Federal Reserve System (the "Federal Reserve") and the FDIC. DBTCA is also a transfer agent registered with the Securities and Exchange Commission ("SEC").

As detailed in the 2015 IDI Resolution Plan for Deutsche Bank Trust Company Americas ("DBTCA"), Deutsche Bank was aware of the critical importance of maintaining integrity in its financial transactions and the necessity of protecting U.S. taxpayers and the financial system from undue risk. The 2015 IDI Resolution Plan specifically discusses Deutsche Bank's commitment to ensuring that its operations, including those of DBTCA, would avoid the creation of fraudulent claims against the U.S. government, such as those related to claims against mortgages that had already been satisfied. The plan outlined resolutions sought to limit exposure to taxpayer-funded relief and avoid financial actions that could trigger unnecessary costs to the FDIC or the DIF.

By continuing to pursue a mortgage claim that had already been resolved by the FDIC's intervention, Deutsche Bank, with knowledge of its prior settlement, submitted a false claim under the False Claims Act. This direct violation of the principles outlined in Deutsche Bank's own resolution strategy constitutes fraud and an attempt to circumvent the FDIC's resolution process, thereby undermining the federal safeguards established to prevent such actions .

Relator's Efforts:

Relator has filed multiple motions in related court proceedings, including the bankruptcy case and state court actions, to contest these fraudulent claims, including a Rule 1.540(b) motion to vacate the judgment and ongoing adversary proceedings in the bankruptcy court against Deutsche Bank and KP Investments Miami, LLC for fraud.

REQUEST FOR RESTRAINING ORDER :

Relator requests that the Court issue a temporary restraining order or preliminary injunction to prevent Deutsche Bank from proceeding with any foreclosure or enforcement actions on the mortgage note, pending the resolution of this case, in order to prevent further harm to the Plaintiff and the public trust.

REQUEST FOR SUBPOENA OF FDIC RECORDS :

Relator requests that the DOJ subpoena the following records from the FDIC to uncover the full extent of this fraud:

A comprehensive list of IndyMac-originated loans assigned to Deutsche Bank between July 11, 2008 and December 31, 2011.

Internal correspondence or policies related to FDIC's oversight of these assignments.

Documentation of any foreclosure proceedings initiated by Deutsche Bank on IndyMac loans during this period.

Significance for False Claims Act

These records are critical for demonstrating that Deutsche Bank knowingly violated the False Claims Act by asserting rights to loans invalidated during the FDIC receivership.

REQUEST FOR DOJ SUBPOENA OF CLERKS OF COURT RECORDS:

Clerks of Court as Critical Record Keepers

Given the potential absence of FDIC records of fraudulent assignments made post-IndyMac closure, Relator asserts that local clerks of court hold a reliable records of these assignments.

Focus on Assignments Filed Post-IndyMac Closure

Relator asserts that Deutsche Bank frequently filed assignments of IndyMac-originated loans well after IndyMac's closure and the FDIC's determination that no value could be assigned to such assets. Many of these assignments were executed retroactively to justify foreclosure actions that Deutsche Bank had already initiated.

Scope of Records to Subpoena

To uncover the full extent of this fraudulent activity, Relator requests that the DOJ subpoena the following from clerks of court nationwide:

All mortgage assignments transferring loans from IndyMac to Deutsche Bank that were filed between July 11, 2008 , and December 31, 2011.

Any supporting documentation tied to these assignments, including dates of execution and recording.

Corresponding filings that indicate backdating or irregularities in the assignments' execution.

Recorded foreclosures linked to these assignments

Supporting documentation tied to these foreclosure filings.

Establishing Systemic Fraud

By examining nationwide records, Relator seeks to prove that Deutsche Bank systematically filed fraudulent assignments in numerous jurisdictions, violating the False Claims Act and causing extensive harm to the U.S. government.

CAUSES OF ACTION

COUNT I: VIOLATION OF THE FALSE CLAIMS ACT (31 U.S.C. § 3729)

Relator incorporates by reference all preceding paragraphs as if fully set forth herein.

Defendant has knowingly submitted false claims to the government by asserting rights to a mortgage note related to IndyMac, an entity that was no longer in existence at the time the claim was made and whose assets were insufficient to satisfy unsecured claims.

Defendant's actions, including the fraudulent assignments and the subsequent pursuit of a claim on the mortgage note, constitute a violation of the False Claims Act, 31 U.S.C. § 3729(a)(1), by submitting false claims and fraudulently attempting to circumvent the FDIC's determination.

False Representation:

The claims made by Deutsche Bank were materially false as they assert a claim that should not exist, violating federal statutes governing the treatment of assets in receivership and attempting to collect on debts that were already addressed through government-backed insurance programs.

Pattern of Fraud and Noncompliance by Deutsche Bank:

Deutsche Bank has a documented history of engaging in fraudulent practices and failing to comply with federal regulatory requirements, as evidenced by prior cases brought by the United States government. These cases underscore Deutsche Bank's systemic deficiencies in oversight, compliance, and adherence to federal laws, which are directly relevant to the fraudulent conduct alleged in this complaint.

1. United States v. Deutsche Bank AG and MortgageIT, Inc.

In *United States v. Deutsche Bank AG and MortgageIT, Inc.*, the defendants admitted to making fraudulent certifications about the quality of loans insured by the Federal Housing Administration (FHA). Despite knowing that these loans did not meet the required standards, Deutsche Bank and its subsidiary certified them as compliant, leading to substantial financial losses for the U.S. government. This case resulted in a \$202 million settlement, illustrating the severity of the harm caused by Deutsche Bank's actions.

The fraudulent certifications in the MortgageIT case parallel Deutsche Bank's conduct in this matter. Here, Deutsche Bank asserts claims against federally backed assets based on mortgage assignments it knows to be

invalid. Just as the defendants in MortgageIT undermined federally insured programs by certifying false loan quality, Deutsche Bank's fraudulent assignments of IndyMac-originated loans violate the integrity of the FDIC's receivership process and improperly burden federal insurance mechanisms.

2. U.S. Commodity Futures Trading Commission v. Deutsche Bank AG

In U.S. Commodity Futures Trading Commission v. Deutsche Bank AG, the defendant was found to have violated federal regulations governing swap data reporting, including systemic supervisory failures and noncompliance with the Commodity Exchange Act. Deutsche Bank's negligence led to inaccurate and untimely reporting, further compounded by inadequate oversight and a failed disaster recovery plan. The case resulted in a \$9 million penalty and the appointment of an independent monitor to oversee compliance.

The supervisory deficiencies identified in the CFTC case directly relate to the issues in this complaint. Deutsche Bank's failure to maintain adequate internal controls and oversight allowed it to assert rights over mortgage assets it had no legal claim to. The institutional negligence demonstrated in the CFTC case provides a clear precedent for Deutsche Bank's failure to adhere to legal and regulatory standards in its handling of IndyMac-originated loans.

Damages:

As a result of Deutsche Bank's false claims, the government has been unjustly exposed to the risk of having to pay on a debt that was never valid. Defendant's conduct has caused significant harm and damage to the integrity of the justice system in all proceedings and the public trust.

RELIEF REQUESTED

WHEREFORE, Relator respectfully requests that this Court enter judgment in favor of the United States of America, as follows:

- a. Awarding damages for the false claims submitted by Deutsche Bank, as provided for under the False Claims Act.**
- b. Declaring the assignment of the mortgage note to Deutsche Bank as invalid and unenforceable.**
- c. Ordering Deutsche Bank to cease all efforts to collect on the mortgage note.**
- d. Awarding the relator (Plaintiff) a percentage of the recovery as required by the False Claims Act.**
- e. Awarding attorney's fees, costs, and any other relief the Court deems just and proper.**

Respectfully submitted,

Mario Mirabal

563 w 49 st

Miami Beach FL. 33140

solphax@gmail.com

EXHIBIT D

Analysis of the Ruth Mercedes Comme Case (2023–2024 Foreclosure Based on Assignment from Defunct Entity and Admission of Record Destruction)

I. Overview

The foreclosure case involving Ruth Mercedes Comme exemplifies the ongoing misuse of post-receivership fraudulent assignments to falsely claim standing in Florida courts. Deutsche Bank National Trust Company initiated foreclosure proceedings in 2023 based on a 2023 assignment executed by MERS as nominee for IndyMac Bank, F.S.B., despite that entity having ceased legal existence in July 2008.

Additionally, the docket and court notes reflect numerous procedural irregularities, including repeated foreclosure sale cancellations and an extraordinary judicial communication from Deutsche Bank's counsel admitting the original note and mortgage were destroyed in 2014 — nearly a decade before the foreclosure was initiated.

II. The Assignment of Mortgage (October 2023)

Document Type: Assignment of Mortgage

Recording Date: October 4, 2023

Prepared by: PHH Mortgage

Return to: PHH Mortgage C/O Nationwide Title Clearing, LLC

Assignor: MERS as nominee for IndyMac Bank, F.S.B.

Assignee: Deutsche Bank National Trust Company

Book/Page: 33910 / 3700

CFN: 2023R705341

This instrument follows the same fraudulent template used in other cases identified in this Disclosure Statement — including the Peinado, Duque, and Mirabal cases — where assignments are made from a defunct institution (IndyMac Bank, F.S.B.) long after its closure in 2008.

The use of MERS as nominee in 2023 for an entity that ceased to exist 15 years earlier constitutes a material misrepresentation and renders the assignment void ab initio for lack of authority.

III. Procedural Irregularities in the Foreclosure Case

Review of the public docket for the Comme case reveals a suspicious and repetitive pattern of canceled foreclosure sales by Deutsche Bank:

Timeline Highlights (as per the docket):

02/07/2024 – Deutsche Bank files Notice of Sale

02/23/2024 – Deutsche files Notice of Cancellation of Sale

02/27/2024 – Deutsche files Notice of Rescheduling of Sale

03/13/2024 – Another Notice of Cancellation

04/02/2024 – Another Notice of Sale...

04/16/2024 – Yet another Notice of Cancellation

...and the cycle repeats through May and June of 2024.

This goes on for over 6 months — in a repetitive cycle.

This cycle delayed finality, created confusion, and mirrors tactics used in the Mirabal foreclosure case.

Such behavior indicates potential abuse of court process and judicial calendars, possibly to buy time while working around defects in standing or to avoid challenges to the validity of the assignment.

IV. Explosive Admission by Deutsche Bank Counsel

Why This Is Alarming

Backchannel Communication with the Judge

The communication was sent via email to chambers — not as part of the public docket.

That raises concerns of ex parte communication or attempts to influence judicial perception outside proper court process.

The docket contains a highly irregular court note based on direct communication from Deutsche Bank's attorneys. It reads:

"THE COURT NOTES: Communication received via email to Chambers from Deutsche Bank counsel stating that sale was canceled in error. Court is awaiting clarification."

This fits a broader pattern of manipulation, not just of documents but of judicial procedure.

It suggests Deutsche Bank (and likely PHH or their counsel) are:

Deliberately vacillating between action and inaction to preserve their advantage, and

Possibly fabricating explanations after procedural inconsistencies are noticed by the court.

More significantly, the docket later records:

"XXX OTHER: REQUEST REJECTED. NO ORIGINAL NOTE/MORTGAGE CAN BE RETURNED, FILE HAS BEEN DESTROYED AS OF 01/01/2014."

"No original note/mortgage can be returned"

They are admitting that they do not have the original promissory note or mortgage instrument.

"File has been destroyed as of 01/01/2014"

They are claiming — incredibly — that the loan file (which includes the note, mortgage, possibly even the assignment history) was destroyed over a decade ago.

This is a direct admission that:

Deutsche Bank does not possess the original note or mortgage.

The entire file was destroyed nearly a decade before the 2023 assignment and foreclosure were initiated.

V. Legal and Strategic Implications

This case strongly supports the allegations in the Relator's FCA complaint and accompanying disclosure:

If the original note was destroyed in 2014 — yet they're recording assignments and filing foreclosure suits in 2023–2024 — then they are doing so with no legal right to enforce the debt.

The assignment was executed by MERS on behalf of an entity that no longer existed, and relied on by Deutsche Bank to initiate legal action.

Confirms fraudulent assignments are a cover.

They're fabricating chain-of-title assignments (MERS as nominee for a dead bank, etc.) after the fact, knowing the real file is gone.

They're using recorded instruments as legal fictions to take homes, when they no longer have any claim.

PHH Mortgage prepared the assignment — the same entity involved in the Mirabal case — again coordinating with Nationwide Title Clearing (NTC).

The admission of file destruction demonstrates knowledge of the defective status of the claim and ongoing effort to pursue judicial foreclosure despite that knowledge.

They're knowingly submitting false claims in court, based on non-existent legal rights.

They're concealing material facts from judges and borrowers — like the destroyed file.

The participation of PHH, Deutsche Bank, and NTC in this cycle shows institutional-level fraud.

This conduct is not isolated. It is systematic and material to the scheme to defraud borrowers and courts, and to falsely claim financial interests in federally connected mortgage instruments long after the FDIC receivership process was completed.

The following supporting materials are submitted with this Exhibit:

Copy of the 2023 Assignment of Mortgage (CFN 2023R705341)

Clerk docket entries showing cancellation patterns

Court note documenting Deutsche Bank's email to chambers

Notation confirming destruction of original note/mortgage as of 01/01/2014

CFN: 20230705341 BOOK 33910 PAGE 3700
 DATE: 10/04/2023 08:31:02 AM
 JUAN FERNANDEZ-BARQUIN
 CLERK OF THE COURT & COMPTROLLER
 MIAMI-DADE COUNTY, FL

When Recorded Return To:
 PHH Mortgage
 C/O Nationwide Title Clearing, LLC
 2100 Alt. 19 North
 Palm Harbor, FL 34683

ASSIGNMENT OF MORTGAGE

KNOW ALL MEN BY THESE PRESENTS, that for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS, (ASSIGNOR), (MERS Address: P.O. Box 2026, Flint, Michigan 48501-2026) hereby assigns unto DEUTSCHE BANK NATIONAL TRUST COMPANY, AS TRUSTEE FOR HOME EQUITY MORTGAGE LOAN ASSET-BACKED TRUST SERIES INABS 2006-E, HOME EQUITY MORTGAGE LOAN ASSET-BACKED CERTIFICATES SERIES INABS 2006-E, WHOSE ADDRESS IS C/O PHH MORTGAGE CORPORATION, 5720 PREMIER PARK DRIVE, WEST PALM BEACH, FL 33407, ITS SUCCESSORS AND ASSIGNS, (ASSIGNEE), the said Mortgage having an original principal sum of \$430,000.00 and all rights accrued or to accrue under such Mortgage.

Said Mortgage was made by RUTH MARCEDES COMME, A SINGLE WOMAN and recorded in Official Records of the Clerk of the Circuit Court of MIAMI-DADE County, Florida, in Book 25200, Page 1207 and CFN 2006R1339741, upon the property situated in said State and County as more fully described in said Mortgage.

Modification: 01/05/2011 BK: 27542 PG: 3802 INSTR: 2011R0007345

Dated on 09/26/2023(MM/DD/YYYY)

MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS

By: Kelley Earle
 Kelley Earle
 Assistant Secretary

Witnesses:

Gwen Murakami
 Gwen Murakami
Sheila McCoy
 Sheila McCoy

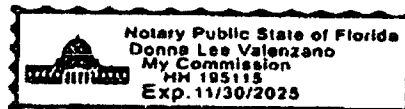


STATE OF FLORIDA COUNTY OF PALM BEACH

The foregoing instrument was acknowledged before me by means of [X] physical presence or [] online notarization on 09/26/2023 (MM/DD/YYYY), by Kelley Earle as Assistant Secretary of MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. ("MERS"), AS MORTGAGEE, AS NOMINEE FOR INDYMAC BANK, F.S.B., ITS SUCCESSORS AND ASSIGNS, who, as such Assistant Secretary being authorized to do so, executed the foregoing instrument for the purposes therein contained. He/she/they is (are) personally known to me.

Donna Lee Valenzano
 Donna Lee Valenzano

Notary Public - STATE OF FLORIDA
 Commission expires: **NOV 3 0 2025**

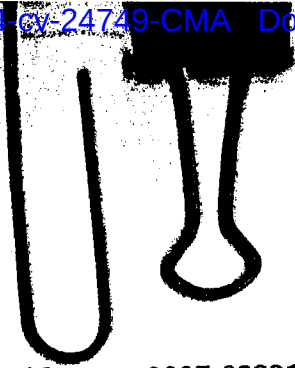


Document Prepared By: Benedicth Francols, PHH Mortgage Corporation, One Mortgage Way, Mt. Laurel, NJ 08054, 800-449-8767
 PHH02 439243692 MORTGAGE ELECTRONIC REGISTRATION SYSTEMS, INC. (MERS)
 OCWEN-NVLER MIN 100055401249816473 MERS PHONE 1-888-679-6377 MERS Mailing Address: P.O. Box 2026, Flint, MI 48501-2026 T252309-12:54:13 [C-1] FRMFL1_PHH02



D0102676937

5 2017



REQUEST FOR ORIGINAL NOTE

4/24/08
Destroyed
1/1/14

Current Case No. 2007-038917-CA

The Original Note was previously filed in: _____

____ Prior Case No. _____

X Current File: 2007-38917-CA Filed on 4/24/08

____ Date of previous filing: _____

The Note is requested:

____ to be in Court at _____ (location) on _____ (date set/time).

X to be released to Plaintiff's firm.

Requesting Law Firm: Clarfield, Okon, Salomone & Pincus PL

Requesting Attorney: Paola Huembes Bar No: 84274

Contact Info: Email address: collateral@cosplaw.com

Telephone No.: (561) 713-1400

Receipt upon delivery of note:

This form may be hand-delivered to the court clerk/ or clerk supervisor, Dorian Mathis, in the clerk's office, (305) 349-7413.

**HARVEY RUVIN**

CLERK OF THE CIRCUIT AND COUNTY COURTS
Dade County, Florida

CIVIL DIVISION
ROOM 137
73 West Flagler Street
Miami, Florida 33130

DATE:	MAY 25, 2017	CASE NUMBER	DEUTSCHE
TO	CLARFIELD OKON, ET AL	2007 38917 CA	Vs
ATTENTION:	DOCUMENTS CONTROL CLERK	COMME, RUTH M	

RE: EXEMPLIFIED, CERTIFIED COPY AND RECORDS SEARCH AND NOTE/MORTGAGE.

IN RESPONSE TO YOUR RECENT INQUIRY, PLEASE NOTE ITEM(S) CHECKED BELOW

_____ The fee for a copy of a document is \$1.00 per page. The fee for certifying a document is \$ 2.00. The fee for recording a document is \$10.00 for the first page and \$8.50 for each additional page.

XXX Pursuant to the record destruction guidelines established by the Florida Statutes, ABOVE Case Number has been destroyed. The docket sheet and any recordable orders have been preserved on film.

_____ We have searched the court file and the docket for the document you requested; however, it does not appear to have been filed for record.

_____ Enclosed is a copy of the docket sheet for Case Number _____, which shows all case activity as of this date. If you need additional information pertaining to specific documents, please let us know.

_____ In order to process your request, you must provide us with additional information such as, the name of the parties involved, the case number and the reason you are submitting this payment.

_____ The fee for a name search is \$2.00 for each year, per name searched in the County and Circuit Civil Court. There will also be a \$7.00 fee for certificate of findings. Please indicate what year(s) you would like searched for each name to be searched.

XXX **OTHER: REQUEST REJECTED. NO ORIGINAL NOTE/MORTGAGE CAN BE RETURNED. FILE HAS BEEN DESTROYED AS OF 01/01/2014**

Please make check or money order payable to: CLERK OF COURTS. Send a self-addressed stamped envelope. For regular requests only not for Notes/Mortgages.

PICKED UP BY:	BAR #	04274
PRINT NAME	Ana Alvarado	
SIGN	[Signature]	
DATE	04/24/19	

HARVEY RUVIN, CLERK

Circuit & County Court

ANA ALVARADO

ATTY PAOLA HUEMBES BAR # 84274 OF CLARFIELD OKON SALOMONE & PINCUS PICKED UP THE REJECT LETTER STATING THE FILE HAS BEEN DESTROYED AS OF JAN. 01, 2014.

TO CLARFIELD OKON SALOMONE & PINCUS, . NO ORIGINAL NOTE/MORTGAGE CAN BE RETURNED, FILE HAS BEEN DESTROYED AS OF 01/01/2014

REQUEST OF NOTE / MORTGAGE CAME IN ON TODAY. REQUEST WAS MADE BY CLARFIELD, OKON, SALOMONE & PINCUS (THIS WAS HAND DELIVERED TO US).

PLAINTIFF'S MOTION TO DISMISS ACTION, VACATE SUMMARY FINAL JUDGMENT, VACATE JUDICIAL SALE HELD ON FEBRUARY 10TH, 2010 AND DISCHARGE NOTICE OF LIS PENDENS ETC

Parties: Comme Ruth Mercedes

RECEIPT#:2140075 AMT PAID:\$50.00 NAME:CLARFIELD, STEVEN J 500 S AUSTRALIAN AVE STE 825 WEST PALM BEACH FL 33401 ALLOCATION CODE QUANTITY UNIT AMOUNT 3117-REOPEN CASE FEE 1 \$50.00 \$50.00 TENDER TYPE:E-FILING ACH TENDER AMT:\$50.00 RECEIPT DATE:06/20/2016 REGISTER#:214 CASHIER:EFILEUSER

06/28/2016

Parties: Deutsche Bank Natl Tr

VACATING FORECLOSURE SALE AND CERT. (DENIED)

MOTIONS 08/11/2010 09:00AM

07/28/2010 09:00 AM

07/29/2010 09:00 AM NOT MOTION CALENDAR DATE

ATY:00052846 TO VACATE FORECLOSURE SALE, CERT OF SALE & TITLE

3	05/26/2017	Text	Event	ATTY PAOLA HUEMBES BAR # 84274 OF CLARFIELD OKON SALOMONE & PINCUS PICKED UP THE REJECT LETTER STATING THE FILE HAS BEEN DESTROYED AS OF JAN. 01, 2014.
2	05/25/2017	Letter of Correspondence Rejected	Event	
1	01/05/2017	Text	Event	
	06/28/2016	Order of Dismissal	Judgment	
	06/28/2016 30131:3506	Order to Vacate Judgment	Event	
	06/20/2016	Receipt:	Event	
	06/09/2016	Notice of Hearing-	Event	
	06/09/2016	Motion to Dismiss	Event	
	06/09/2016	Notice of Appearance	Event	
	08/11/2010	Order:	Event	
	06/14/2010	Notice of Hearing Set-	Event	
	06/09/2010	Cancellation Notice	Event	
	06/01/2010	Cancellation Notice	Event	
	04/16/2010	Motion:	Event	

04/13/2010	Notice of Hearing Set-	Event	MOTIONS 07/29/2010 09:00AM
04/01/2010	27236:1901 Certificate of Title	Event	B: 27236 P: 1901
03/23/2010	Mortgage foreclosure Check Issued \$	Event	\$ 1009.80 STAMPS
03/23/2010	Certificate of Disbursement (plaintiff)	Event	
02/25/2010	Certificate of Sale	Event	SALE DATE 02/16/2010
02/17/2010	Mortgage Foreclosure Deposit	Event	\$ 1009.80 7014
02/17/2010	Bid Amount	Event	\$168,300.00/7014
02/10/2010	Mortgage Foreclosure Publication Fee	Event	150.00 SALE DATE 02/16/2010
12/31/2009	Notice of Sale	Event	
12/31/2009	Mortgage Foreclosure Publication Fee	Event	150.00 SALE DATE 06132008
12/22/2009	Mortgage Foreclosure Sale Date	Event	MTGE FORECLSU 02/16/2010 09:00 AM
12/16/2009	Order:	Event	RESETTING SALE DATE TO 2/16/10
12/09/2009	Motion to Reset Sales Date	Event	ATY:00052846
06/25/2008	26463:4389 Court Order (Recordable)	Event	B: 26463 P: 4389 CANCELING FORECLOSURE SALE, 06-13-08
06/24/2008	Text	Event	PD\$50.00 RCPT#42/5910 BAR#805971
06/23/2008	Motion:	Event	TO CANCEL FORECLOSURE SALE

06/13/2008	Proof of Publication	Event	PUB DATE :05/28/2008
05/27/2008	Notice of Sale	Event	
04/25/2008	Text	Event	SALE DATE 06-13-2008
04/24/2008	Final Judgment by Judge	Judgment	J \$ 473734.60 BK:26374 PG:2820 OF FORECLOSURE
04/24/2008	Notice of Filing:	Event	ORIGINAL MORTGAGE AND NOTE
04/24/2008	Final Judgment	Event	J \$ 473734.60 BK:26374 PG:2820 OF FORECLOSURE Parties: Comme Ruth Mercedes
04/24/2008	Final Disposition Document	Event	
04/24/2008	Memorandum of Disposition	Event	JUDGE
04/23/2008	Certificate Of Mailing Final Judgment	Event	
04/23/2008	Notice of Filing:	Event	AFFIDAVIT AS TO AMOUNT DUE AND OWING
03/25/2008	Notice of Hearing-	Event	MOTIONS 04/24/2008 09:15 AM
03/25/2008	Motion for Summary Judgment	Event	PLTFS INCLUDING A HEARING TO TAX ATTY FEES AND COSTS
03/13/2008	Affidavit of:	Event	OF AMOUNT DUE
12/05/2007	Answer	Event	ATTORNEY:00727482 Parties: Comme Ruth Mercedes
12/03/2007	Service Returned	Event	BADGE # 55555 S 11/15/2007 Parties: Comme Ruth Mercedes
12/03/2007	Text	Event	SUMMONS RTD. NOT SERVED ON UNK SPOUSE RUTH MERCEDES COMM
12/03/2007	Text	Event	SUMMONS RTD. NOT SERVED ON TENANT NO.1
12/03/2007	Text	Event	SUMMONS RTD. NOT SERVED ON TENANT NO.2

B: 26048 P: 1793

Parties: Comme Ruth Mercedes

11/15/2007	26048:1793	Lis Pendens	Event
11/09/2007		Summons Issued	Event
11/09/2007		Complaint	Event
11/09/2007		Civil Cover	Event